

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS <i>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30</i>				1. REQUISITION NUMBER		PAGE 1 OF 47	
2. CONTRACT NO. W91QUZ-11-A-0001		3. AWARD/EFFECTIVE DATE 25-Jan-2011		4. ORDER NUMBER		5. SOLICITATION NUMBER	
7. FOR SOLICITATION INFORMATION CALL:		a. NAME				b. TELEPHONE NUMBER (No Collect Calls)	
9. ISSUED BY NATIONAL CAPITAL REGION CONTRACTING CTR 2461 EISENHOWER AVENUE ALEXANDRIA VA 22331-1700 TEL: FAX:		CODE W91QUZ		10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED <input type="checkbox"/> SET ASIDE: % FOR <input type="checkbox"/> SB <input type="checkbox"/> HUBZONE SB <input type="checkbox"/> 8(A) <input type="checkbox"/> SVC-DISABLED VET-OWNED SB <input type="checkbox"/> EMERGING SB SIZE STD: 25M NAICS: 511210		11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) 13b. RATING 14. METHOD OF SOLICITATION <input type="checkbox"/> RFQ <input type="checkbox"/> IFB <input type="checkbox"/> RFP	
15. DELIVER TO SEE SCHEDULE		CODE		16. ADMINISTERED BY SEE ITEM 9			
17a. CONTRACTOR/OFFEROR PARADIGM SOLUTIONS CORPORATION JUNG YOON 9715 KEY WEST AVE 3RD FLOOR ROCKVILLE MD 20850-3915 TEL. 301-468-1200 EXT. 482		CODE 1GEH4		18a. PAYMENT WILL BE MADE BY SEE THE INDIVIDUAL ORDER SEE THE INDIVIDUAL ORDER N/A AA			
17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER <input type="checkbox"/>		18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a. UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM					
19. ITEM NO.		20. SCHEDULE OF SUPPLIES/ SERVICES		21. QUANTITY		22. UNIT	
		SEE SCHEDULE					
						23. UNIT PRICE	
						24. AMOUNT	
25. ACCOUNTING AND APPROPRIATION DATA						26. TOTAL AWARD AMOUNT (For Govt. Use Only) \$0.00	
<input type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1. 52.212-4. FAR 52.212-3. 52.212-5 ARE ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED <input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED							
28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN COPIES <input type="checkbox"/> TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.				29. AWARD OF CONTRACT: REFERENCE <input type="checkbox"/> OFFER DATED . YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:			
30a. SIGNATURE OF OFFEROR/CONTRACTOR				31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER) <i>Donna S. Harris</i>		31c. DATE SIGNED 25-Jan-2011	
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)		30c. DATE SIGNED		31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT) DONNA S. HARRIS / CONTRACTING OFFICER TEL: 703-325-4625 EMAIL: donna.harris1@us.army.mil			

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS (CONTINUED)						PAGE 2 OF 47
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/ SERVICES		21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	SEE SCHEDULE					
32a. QUANTITY IN COLUMN 21 HAS BEEN <input type="checkbox"/> RECEIVED <input type="checkbox"/> INSPECTED <input type="checkbox"/> ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: _____						
32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE			32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE		
32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE				32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE		
				32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE		
33. SHIP NUMBER		34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT		37. CHECK NUMBER
<input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL				<input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL		
38. S/R ACCOUNT NUMBER	39. S/R VOUCHER NUMBER	40. PAID BY				
41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT 41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER			42a. RECEIVED BY <i>(Print)</i>			
			42b. RECEIVED AT <i>(Location)</i>			
			42c. DATE REC'D <i>(YY/MM/DD)</i>	42d. TOTAL CONTAINERS		

DOD ESI AGREEMENT

**BLANKET PURCHASE AGREEMENT
DoD ENTERPRISE SOFTWARE AGREEMENT (ESA)**

In the spirit of the Federal Acquisition Streamlining Act, the Department of Defense (DoD) and Paradigm Solutions Corporation (Paradigm) enter into an agreement to further reduce the administrative costs of acquiring commercial items from the General Service Administration (GSA) Federal Supply Schedule (FSS) Contract (GS-35F-5869H),

FSS Contract Blanket Purchase Agreements (BPAs) reduce contracting and open market costs such as: search for sources, the development of technical documents, solicitations, and the evaluation of bids and offers.

This BPA will further decrease costs, reduce paperwork, and save time by eliminating the need for repetitive, individual purchases from the schedule contract. The end result is to create a purchasing mechanism for the Government that works better and costs less.

The Enterprise Software Initiative (ESI) is a joint DoD project to develop and implement a DoD enterprise process. This BPA is issued in the spirit of the policy and guidelines provided in the Defense Federal Acquisition Regulation Supplement (DFARS) Section 208.74.

Attachments to this agreement are:

- Attachment A – Product and Price List
- Attachment B – License Agreement
- Attachment C – Report of Sales Format
- Attachment D – Fees and Payments

A. TERMS AND CONDITIONS

1. PURSUANT TO GSA FSS CONTRACT NUMBER GS-35F-5869H, Paradigm agrees to the following terms of a BPA with the (enter contracting office name). All orders placed against this BPA are subject to the terms and conditions of the FSS Contract. The items on this BPA are set forth in Attachment A. License terms and conditions applicable to products acquired under this BPA are defined in the Paradigm Solutions License Agreement included as Attachment B. The Order of Precedence for resolving any inconsistency between the Commercial License and the GSA contract terms shall be as specified in the GSA contract's Commercial Item clause, FAR 52.212-4, and the provisions of FAR 52.212-4 specified in FAR 12.302, as required by Federal law, shall prevail over any terms of the commercial license.

2. EXTENT OF OBLIGATION.

The Government cannot calculate the approximate volume of purchases through this agreement. The amount of purchases are not to exceed \$49,000,000.00. The Government is obligated only to the extent of authorized purchases actually made under this BPA.

3. FUNDS OBLIGATION.

The BPA does not obligate any funds. Funds will be obligated on each delivery order.

4. BPA TERM.

The Period of Performance will run concurrently with the underlying GSA Schedule. This expiration is contingent upon Paradigm maintaining or renewing a GSA FSS Schedule. The BPA will be reviewed annually to ensure that it still represents a best value.

5. PRICING TERMS.

Attachment A provides unit prices. Prices shall not escalate, and Attachment A is not subject to upward adjustment during the term of the BPA. Spot discounting is encouraged. The prices will be reviewed annually, or as required to determine whether a reduction is appropriate in accordance with the price reduction provisions of the agreement. A 2.0% Acquisition, Contracting, and Technical (ACT) Fee shall be included in the prices. The contractor shall be responsible for the payment of all fees that are included in the product pricing (i.e. GSA, ACT), as calculated on the customer orders, in accordance with Attachment D.

6. DISCOUNT TERMS AND CONDITIONS.

Prices for software are provided at 4 discount levels as determined by the cumulative sales under this agreement. The purchase of Professional Services and Training is calculated in the aggregate annual dollar total that determines the discount level. The reduced pricing for the higher discount level will be available on the first day following achievement of the dollar value. Paradigm is responsible for the tracking of cumulative value and timely notification to the Government when each discount level is achieved.

7. OUT-YEAR PRICES.

Discount levels are achieved by dollar value only and are not governed by agreement year. Purchased quantity that is credited towards the volume discount level is cumulative for the total term of the BPA. Any creditable purchases made in one year are credited in the subsequent agreement years to determine the applicable discount level. The unit price for the discount level on Attachment A is not subject to upward adjustment during the term of the BPA.

8. PRICE REDUCTION.

8.1 MOST FAVORED CUSTOMER PRICES.

The prices under this BPA shall be at least as low as the prices that Paradigm has under any other contract instrument under like terms and conditions. If at any time the prices under any other contract instrument become lower than the prices in this BPA, this BPA will be modified to include the lower prices.

8.2 SMARTBUY TRANSITION.

OMB has announced the SmartBUY initiative to maximize cost savings and achieve best quality when acquiring software. The GSA is the designated Executive Agent for SmartBUY. The initiative will establish software enterprise licensing on a government-wide basis. If during the term of this ESA, Paradigm and its resellers enter into a government-wide agreement with the GSA under the SmartBUY Initiative, which includes pricing for the specific products or services under similar terms and conditions as those licensed by the DoD, neither Paradigm or its resellers will preclude the DoD from licensing products or purchasing services under a SmartBUY agreement.

ATTACHMENT B LICENSE AGREEMENT

LICENSE AGREEMENT.

Notwithstanding any provision to the contrary, licenses are transferable within the authorized users as stated in paragraph B.1. Paradigm agrees to the transfer of licenses at no cost between existing OpsPlanner instances, however standard setup costs (installation, base licensing fees, etc) will be charged if a new OpsPlanner instance must be installed at the location receiving the transferred licenses.

9.1 FUNCTIONALITY REPLACEMENT AND EXTENDED SUPPORT.

If the form, fit, or functionality contained in any licensed products acquired hereunder is substantially reduced or if the product is replaced, and/or Paradigm provides this same or substantially similar functionality as a separate or renamed product, then the DoD is entitled to license such software at no additional licenses or maintenance fees. However, throughout the term of this agreement, Paradigm will provide support services at the annual rate of nineteen percent (19%) of the licensed user fees and notification fees. Further details on Paradigm's OpsPlanner support can be found in the OpsPlanner Software License and End User Services Agreement located in its entirety in Appendix A of this proposal.

9.2 RIGHTS OF SURVIVORSHIP OF THE AGREEMENT.

This Agreement shall survive unto Paradigm, its Successor, rights and assigns. The software and agreement terms and conditions as covered under this agreement shall survive this agreement notwithstanding the acquisition or merger of Paradigm by or with another entity. Any software name changes, re-packing or merger of similar products that carry forward the same or similar function of the software shall be supported with updates, upgrades and new releases under this agreement at no additional cost.

9.3 AUDITS.

In lieu of any audit provisions in the license agreement, Licensee may perform an internal audit and will use its best efforts to keep full and accurate accounts that may be used to properly ascertain and verify numbers of licenses in use. Licensee may permit Paradigm to have access to Licensee records and computer systems and the right to audit such systems to insure software use is in accordance with its license terms. All vendor personnel must have appropriate security clearances to gain access to Licensee site or data.

10. MEDIA.

This software is currently available on hard copy media, or via file transfer protocol (ftp) or by other delivery methods. Upon Credit Card or Purchase Order Approval, the end-users will be sent an email confirmation and their Paradigm Customer ID (CID) will be validated for download capability.

The end user can then log into the OpsPlanner application and enter their license key to have full access to the software. OpsPlanner is offered in the following two licensing models:

- Software as a Service (SaaS), in which the OpsPlanner software is hosted on a subscription basis by Paradigm on equipment owned and maintained by Paradigm's hosting partner, or
- Perpetual Site License (PSL), in which the OpsPlanner software is hosted by the DoD customer on equipment owned and maintained by the Government and residing at a Government facility.

In either licensing model, the OpsPlanner software maintenance, troubleshooting, and upgrades are handled by the Paradigm Technical Assistance Center and the administration and daily use of the software is handled by the customer. Installation of the OpsPlanner is completed in the following ways:

1. OpsPlanner SaaS (Subscription/Vendor-Hosted) - Upon receipt of signed Order, Paradigm sends a request to set up the new OpsPlanner instance at our third party hosting vendor. Our PMO then contacts the client and coordinates with the client on System Design, Development, Implementation and Training. Once the instance is set up, the client will be provided with a website address (<https://>) to access their secure OpsPlanner instance.
2. OpsPlanner Site License (Perpetual/Client-Hosted) - Upon receipt of signed Order the client will be provided with an FTP site to download the OpsPlanner install media. Our Support staff will work with the Client's IT team to install OpsPlanner in the client's environment. Our PMO then contacts the client and coordinates with the client on System Design, Development, Implementation and Training.

OpsPlanner is a web-based solution and therefore does not have any client software requirements other than the use of a valid web-browser - Internet Explorer 6.x, 7.x, 8.x, Mozilla Firefox, Google Chrome with cookies and popup windows enabled.

11.SUPPORT AND MAINTENANCE.

11.1. SUPPORT.

Paradigm will provide support services at the annual rate of nineteen percent (19%) of the licensed user fees and notification fees included in the BPA call order.

Paradigm's Premium Technical Support includes 24x7x365 access to the Paradigm Technical Assistance Center (TAC). Paradigm's TAC will respond to phone calls or email inquiries from End User(s) on a 24x7x365 basis.

End Users may contact the Paradigm TAC regarding any issue or questions by calling 800-558-9568 or by emailing tac@paradigmsi.com 24 hours a day, 7 days a week with no additional charges.

Further details on Paradigm's OpsPlanner support can be found in the OpsPlanner Software License and End User Services Agreement located in its entirety in Appendix A of this proposal.

11.2. MAINTENANCE.

OpsPlanner maintenance is included in the Annual Technical Support Fee. Standard upgrades, which includes items such as maintenance patches, new or enhanced templates and surveys, basic feature enhancements, etc are provided as part of the annual Technical Support fee as well. Other upgrades may include totally new features and/or functionality, which are optional and at some added cost if the customer desires to have them implemented.

12. PROFESSIONAL SERVICES.

Paradigm's staff of Mission Resilience analysts is available to assist in all phases of the OpsPlanner implementation process or agency COOP/ITDR planning and program management.

Examples of projects that we are prepared to support include, but are not limited to, the following:

- Comprehensive COOP Plan Development in compliance with FCDd 1&2 and AR 500-3
- Business Impact Analysis (BIA)
- Business Process Analysis (BPA)
- IT Disaster Recovery (IT Contingency) planning and program support.
- Existing Plan and Program Review/Audit
- Test, Training, and Exercise (TT&E) support and program management
- Facility and Enterprise Risk Assessment
- Program and Plan Strategy Development
- Workflow Analysis
- Policy and Procedure Development
- Functional Department Business Continuity Plan Development
- Server Restoration Guide Development
- Core System Restoration Procedure Development
- Communication System Restoration Procedure Development
- System Availability Solution Evaluation, Selection, Contract Negotiation and Testing
- Development of Redundancy and Replication Strategies and Functional Designs

13. ON-SITE TRAINING.

The One Time Installation/Setup Fee includes up to four (4) hours of Admin training, for up to eight (8) participants and two End-User training classes (up to 2 hours each) for up to eight (8) participants per class via remote web sessions.

If the client chooses to have training on-site, the client is responsible for the trainers travel time and travel related expenses. Our experience has shown that this level of training is sufficient for users to gain proficiency in the tool and assumes a Train-the-Trainer approach.

Additional training can be purchased as required at the specified GSA rate plus travel related expenses.

14. TECHNOLOGY IMPROVEMENT.

The Government may solicit and the BPA holder is encouraged to propose independently, technology improvements to the BPA. Proposals shall be submitted by the BPA holder and include a description of the products and/or services, an electronic copy of the pricing tables, technical literature that describes the products and/or services, and evidence of inclusion on GSA schedule. Discounts shall be at the same or greater discount level as the original BPA product prices.

15. SUBSTITUTION AND TECHNOLOGY REFRESHMENT.

If at any time during the life of this BPA, the original manufacturer of the equipment (includes software, hardware and firmware) schedules the products for discontinuation, improvement and/or replacement, the BPA holder shall provide a proposal to include the new or revised products on the BPA under the appropriate line items. Proposed prices for new or revised products shall be constructed in accordance with paragraph 8 of this BPA for most favored prices. Discounts shall be at the same or greater discount level as the original BPA product prices. Proposals shall be submitted to the Contracting Officer within seven (7) days of the BPA holder's awareness of the OEM's intent. Improvement of product includes new releases, updates, upgrades including additional features and functionality, and successor or upgrade products.

B. AUTHORIZED USERS AND POINTS OF CONTACT

1. Authorized Users:

a. The BPA is open for ordering by all Department of Defense (DoD) Components. For the purposes of this agreement, a DoD component is defined as: the Office of the Secretary of Defense (OSD), the Military Departments, the Chairman of the Joint Chiefs of Staff, the Unified Combatant Commands, the Inspector General of the Department of Defense (DoD IG), the Defense Agencies, the DoD Field Activities, the U. S. Coast Guard, NATO, the Intelligence Community and FMS with a Letter of Authorization.

b. GSA or other applicable ordering organizations/agencies are authorized to place orders under this BPA on behalf of DoD end users and must comply with DFARS 208.7400.

c. Government contractors performing work for a DoD end user (as defined above) may place Delivery Orders under this BPA on behalf of and for the benefit of the DoD entity if authorized by their cognizant Contracting Officer in accordance with the requirements of FAR 51 and/or DFARS 251 as appropriate.

d. (*For SmartBUY agreements use the following:* This has been designated as a DoD ESI and GSA SmartBUY Contract and is open for ordering by all United States Federal Agencies, Department of Defense (DoD) Components, and authorized contractors.)

e. N/A

2. BPA Points of Contact:

a. **Contracting Office:**

Point of Contact:
National Capital Region Contracting Command
2461 Eisenhower Avenue
Alexandria, VA 22331-1700

Procuring Contracting Officer (PCO):
Donna S. Harris
(703) 325-4625
donna.s.harris@us.army.mil

POC: Calvin Artis
Phone: 703-325-3305
Email: calvin.artis1@us.army.mil

b. **Software Product Manager (SPM):**

Software Product Manager (SPM):
Computer Hardware, Enterprise Software
And Solutions

<https://chess.army.mil/ascp/commerce/index.jsp>

SPM: Joe Simpson
Phone: 732-532-7395
Fax: (732) 532-5185
Email: joseph.m.simpson@us.army.mil

c. **Customer Point of Contact:** (To be specified on each order.)

d. **Paradigm Point of Contact:**

Program Manager (PM):

Howard Bandler, Director of Mission Resilience
Paradigm Solutions
9715 Key West Ave, Third Floor
Rockville, MD 20850

Phone: 240-283-3449
Fax: 240-580-1955
Email: hbandler@paradigmsolutions.com

C. ORDERING

1. DFARS Section 208.74 directs DoD software buyers and requiring officials to check the DoD ESI website for DoD inventory or an ESA before using another method of acquisition. These steps for the buyer are summarized from the DFARS:

- a. Check the Enterprise Agreement Summary Table to determine if software rights or maintenance have already been purchased and are available from DoD inventory. If they

are available, purchase the designated software from DoD inventory and reimburse the SPM.

b. If the required software rights or maintenance are not available from inventory or from an ESA, you may use an alternate method of acquisition, subject to applicable laws and policy.

c. If the required software rights or maintenance are not available from inventory but are available from an ESA, you must follow the procedure in the DFARS Section 208.74.

d. If you must obtain the software or software maintenance outside the DoD ESA, you may seek a waiver from a management official designated by your DoD Component.

This BPA will be posted to the DoD ESI website as part of the ESI program. The web site can be viewed at <http://www.esi.mil> and is publicly accessible. The Government will also post this contract to <https://chess.army.mil/ascp/commerce/index.jsp>.

2. Delivery Orders. The scope of this effort is worldwide. Delivery requirements and administration will be stipulated on Delivery Orders.

Ordering via this BPA is decentralized. Orders are prepared by an authorized Government Ordering Officer, in accordance with the terms and conditions of this BPA and the GSA Schedule, or prime contractor authorized by a Government Contracting Officer in accordance with FAR Part 51. Orders may be placed by EDI, credit card, facsimile, on an authorized form such as a Standard Form (SF) 1449 or Department of Defense (DD) Form 1155 or by logging on to the Paradigm purchasing page to be established (TBE).

Notice to Ordering Offices: This is a multiple award BPA established competitively against GSA Schedule. It is the responsibility of the Ordering Officer to --

- a. Comply with the ordering procedures of FAR 8.4 and DFARS 208.4
- b. Obtain competition and/or execute brand name or limited source justifications as applicable;
- c. Ensure compliance with all fiscal laws prior to issuing an order under this BPA;
- d. Incorporate into the order any regulatory and statutory requirements that are applicable to the agency for which the order is placed, if pertinent requirements are not already included in this BPA; and,
- e. Ensure the vendor selected for the order represents the best value and the lowest overall cost alternative.

3. Users' Ordering Guide. Paradigm shall develop a Users' Ordering Guide in coordination with the Government that will be posted to Paradigm's web site and various Government sites. The Ordering Guide shall be submitted to the SPM and PCO within thirty (30) days of BPA issuance and made available on Paradigm's home page upon written approval. This guide

shall be continuously updated as required. The guide shall contain all information necessary for geographically dispersed activities to place orders, including, as a minimum:

- a. URL where a complete list of products available, with appropriate contract line item numbers (CLINs) and associated prices can be found
- b. Government and Contractor Points of Contact
- c. Description of the ordering process
- d. Program Terms and Conditions
- e. License Terms and Conditions
- f. Information such as CAGE, DUNS, TIN, Business Size, etc. necessary to complete a Contract Action Report (CAR) in the FPDS-NG system
- g. Range of discounts
- h. Links to DoD ESI and the Government web sites

4. E-Commerce Site. It is the intention of the Government to use existing and future capability of the DoD Standard Procurement System, Electronic Data Interchange (EDI) capability, Government procurement card, and vendor electronic ordering capability to create a paper-less ordering, invoicing and payment process. During the term of the BPA, Paradigm shall participate to achieve this objective.

On-line ordering can also be accomplished at (*Website to be determined. See Navy example below.*)

Navy Example: ITEC Direct is the Navy's World Wide Web accessible shopping and order processing tool and can be viewed at <http://www.itec-direct.navy.mil>. The following requirements apply to this BPA:

- a. This BPA may be placed in the Department of the Navy's (DON) ITEC Direct system as part of the DON Information Technology Electronic Commerce (ITEC) Direct Project. If placed in ITEC Direct, the contractor shall insure that the data and information obtained through ITEC Direct is current, accurate, complete, in the standard format enabling expedient data loading and relevant to the acquisition vehicle.
- b. The Contractor shall maintain a database of prices with the required and relevant information and links to technical specifications to be accessible by ITEC Direct in a distributed database environment.
- c. The Contractor shall maintain coordinated and integrated hypertext links to ITEC Direct from their World Wide Web site(s) to the ITEC Direct site and shall insure the integrity of any data and information posted on their web sites or in the ITEC Direct web site for their acquisition vehicle. This effort may require the Contractor to adapt their practices so that electronic commerce can be conducted through ITEC Direct to the vendor.
- d. The Contractor shall provide EC/EDI capabilities and accept and respond to secure on-line orders and customer requests consistent with the terms of this acquisition vehicle.
- e. The Contractor shall use its commercially reasonable business efforts to adapt its business processes as the ITEC Direct technical requirements, environment and architecture evolve.

This BPA may also be loaded into publicly accessible electronic catalog systems of other DoD agencies.

5. **Delivery Schedule.** Paradigm shall make available the current version of software via electronic download within one day of receipt of order.

6. **Delivery Notice.** Unless otherwise agreed to, all deliveries ordered under this BPA must be accompanied by a delivery notice, ticket or sales slips that must contain at a minimum the following information:

- a. Name of Contractor
- b. GSA Contract Number
- c. BPA Number
- d. Product Description/Model numbers
- e. Delivery order number
- f. Date of purchase
- g. Quantity, unit price and extension of each item (unit prices need not be shown when incompatible with the use of automated systems; provided that the invoice is itemized to show the information)
- h. Date of shipment

7. **Suspension.** There may be occasions where the Government may suspend ordering (by CLIN up to and including the entire BPA.) If a suspension is announced, Paradigm shall adhere to this suspension by not accepting/processing delivery orders for the suspended item(s).

D. INVOICING AND PAYMENT

1. **Invoicing.** The requirements of a proper invoice are as specified below as required by FAR 52.212-4 in the Federal Supply Schedule contract. Full text of this clause can be found on the web at URL: <http://farsite.hill.af.mil/>. Paradigm shall submit an original invoice and three copies (or electronic invoice, if authorized), to the address specified on the delivery orders issued against the BPA. An invoice must include --

- a. Name and address of the Contractor;
- b. Invoice date and number;
- c. Contract number, contract line item number and, if applicable, the order number;
- d. Description, quantity, unit of measure, unit price and extended price of the items delivered;
- e. Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading;
- f. Terms of any prompt payment discount offered;
- g. Name and address of official to whom payment is to be sent;
- h. Name, title, and phone number of the person to be notified in event of defective invoice;
- i. Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract; and
- j. Electronic funds transfer (EFT) banking information.

Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) Circular A-125. Prompt Payment Contractors are encouraged to assign an identification number to each invoice.

2. **Fast Payment Procedure** The provisions of FAR 52.213-1 FAST PAYMENT PROCEDURE (MAY 2006) are incorporated in this BPA by reference and pertain to Credit Card purchases or other applicable order deliveries. Fast Payment procedures may be used when the conditions of FAR 13.402 are met and the delivery order authorizes Fast Payment. Full text of this clause can be found on the web at URL: <http://farsite.hill.af.mil/>.

3. **Precedence.** The terms and conditions included in this BPA apply to all purchases made pursuant to it. In the event of an inconsistency between the provisions of the BPA and Paradigm's invoice, the provisions of the BPA will take precedence.

E. BPA MANAGEMENT AND OVERSIGHT

1. Paradigm will provide centralized administration, in the form of a Program Manager, in support of all work performed under this BPA. The Program Manager, at a minimum, is required to participate in periodic program management reviews (which may require travel to a Government named site). Additional functions would include customer service, educating the sales force and submission of monthly/quarterly reports and approved fee payments.

2. **Report of Sales.** A Report of Sales as described herein shall accompany the remittance of the ACT Fees to enable verification of the fee amounts rendered. Submission of the Report of Sales shall be submitted to the SPM and the PCO in electronic format within fifteen (15) days following the completion of the monthly reporting period, or as otherwise requested by the SPM. The report shall be submitted in the standard format shown in Attachment C. Negative reports are required. The SPM or PCO shall provide written approval of each report. At the end of each calendar quarter, the written approval provided to the contractor will be accompanied by a request to remit ACT fees. The SPM or PCO will provide copies of the Report of Sales on a quarterly basis to the DoD Components participating in fee sharing.

3. **United Nations Standard Products and Services Code.** The United Nations Standard Products and Services Code (UNSPSC) is a required field of the Report of Sales found in Attachment C. The UNSPSC code permits software asset management through a standard coding structure. The UNSPSC is a coding system used to classify both products and services for use throughout the global marketplace. The management and development of the UNSPSC Code is coordinated by GS1 US. The current version is available free as a download at <http://www.unspsc.org>.

4. **Records.** Paradigm shall maintain archival copies of all orders for the life of the BPA. Copies shall be made available to the Government upon request.

5. **Program Management Reviews (PMR).** Paradigm shall participate in regular reviews of the progress of the BPA. Reviews shall be held at least twice yearly as scheduled by the Software Product Manager. During these reviews Paradigm shall report on among other things, status of BPA sales, sales leakage, marketing and any outstanding issues concerning the BPA.

PMR agenda and presentation format shall be provided prior to each PMR. Travel expenses are the responsibility of Paradigm.

6. **Sales Leakage.** The goals of the ESI Program can only be realized through cooperation between the Government and Paradigm to direct appropriate sales through the ESI vehicles. Paradigm shall ensure that all sales personnel are aware of the ESI Program and enforce the policy that this BPA is the preferred procurement vehicle for the products within. Paradigm shall also establish a process to regularly audit sales to Government buyers, determine where sales outside the ESI vehicle are occurring, and take appropriate action to direct further sales through the ESI vehicle. Results of these audits will be presented as an agenda item during PMRs.

7. **Marketing.** Paradigm shall dedicate reasonable resources to this effort and work to market and advertise this agreement. Desired actions include: advertising resultant vehicles on Paradigm's Internet site and advertising the agreement at relevant trade shows, participation in DoD Component sponsored events and news media geared to Government/DoD IT people.

8. **Enterprise Integration Toolkit.** The Enterprise Integration Toolkit is a program developed by the Assistant Deputy Under Secretary of Defense (L&MR) Logistics Systems Management (LSM) to assist DoD Program Managers, Contracting Officers and members of the Integrated Project Team (IPT) in the acquisition and implementation of Commercial Off The Shelf (COTS) Business Systems software.

The Toolkit provides guidance, processes and tools to define program needs and determine how to best meet these needs through an external acquisition via a three-tiered Roadmap to guide the entire life-cycle from problem definition to solution roll-out. It provides a collection of best practice tools adopted from the commercial industry, and includes more than 100 best practice templates, guides, checklists, and samples.

Because the Toolkit is not vendor specific and may be applied across a variety of COTS software package implementations, including this BPA, Paradigm, shall be familiar with the Toolkit and include as part of the Marketing effort required above, a description of the Toolkit for their customers, and a link to the Enterprise Toolkit web site at: <https://acc.dau.mil/CommunityBrowser.aspx?id=153210&lang=en-US>.

F. STANDARDS.

1. **YEAR 2000 Compliance.** All products provided under this BPA shall be Y2K compliant as defined in FAR 39.002.

2. **DISR Compliance.** All products offered shall comply with appropriate standards enumerated in the DoD IT Standards Repository (DISR). The DISR is maintained by the DoD Executive Agent for IT Standards, and the mandated compendium can be obtained from Mr. Dave Brown 703-681-2645; dave.brown@disa.mil. The DoD IT standards management tool,

DISRonline is available for use by CAC-equipped authorized parties and can be accessed for account requests at <https://disronline.disa.mil>.

3. Common Security Configurations. The provider of information technology shall certify applications are fully functional and operate correctly as intended on systems using the Federal Desktop Core Configuration (FDCC). This includes Internet Explorer 7 configured to operate on Windows XP and Vista (in Protected Mode on Vista). For the Windows XP settings, see: http://csrc.nist.gov/itsec/guidance_WinXP.html, and for the Windows Vista settings, see: http://csrc.nist.gov/itsec/guidance_vista.html. The standard installation, operation, maintenance, updates, and/or patching of software shall not alter the configuration settings from the approved FDCC configuration. The information technology should also use an installer service for installation to the default "program files" directory and should be able to silently install and uninstall. Applications designed for normal end users shall run in the standard user context without elevated system administration privileges.

Publisher shall also certify that any subsequent product/module for the life of the agreement is/are fully functional and operate correctly as intended on systems using Federal Desktop Core Configuration (FDCC) prior to any product/module revisions being made available for Government use. Further, the Publisher shall maintain operability with FDCC standards as they evolve.

4. Net-Centricity. The Department of Defense is transforming the way information is managed to accelerate decision-making, improve joint warfighting and create intelligence advantages. To reach this "Net-Centric" state, DoD must exploit advancing technologies that move the enterprise from an application centric to a data-centric paradigm. DoD ESI vendor partners are encouraged to use the OSD NII DCIO Net-Centric Checklist, located at http://www.defenselink.mil/cio-nii/docs/NetCentric_Checklist_v2-1-3_.pdf, to provide information on the Net-Centric posture of their IT products and services.

5. Section 508 of the Rehabilitation Act Compliance. All products provided under this BPA must meet the applicable accessibility standards at 36 CFR Part 1194 as required by FAR Case 1999-607. General information regarding the Section 508 Act can be found at the web site www.section508.gov. Paradigm's Section 508 compliancy information can be found at <http://www.paradigmsi.com/solutions/508.asp>

6. Additional Clauses. Orders issued against this BPA are subject to the clauses included in the underlying GSA Schedule and the additional DFARS clauses listed below that are incorporated by reference in this BPA. Ordering Offices should consider the requirements of DFARS and the FAR supplement of the end user component, as it applies to commercial item acquisition and use of GSA schedules, in determining what additional clauses may be required for incorporation in the delivery order issued by the Ordering Office.

<http://www.acq.osd.mil/dpap/dars/dfars/index.htm>
<http://acquisition.gov/comp/far/index.html>
<http://farsite.hill.af.mil/>

252.204-7000 Disclosure of Information (DEC 1991)

252.204-7004 Alternate A (SEP 2007) - substitute paragraph (a) of this clause for paragraph (a) of the clause at FAR 52.204-7 -Central Contractor Registration (APR 2008)

252.209-7004 Subcontracting with Firms That Are Owned or Controlled by the Government of a Terrorist Country (DEC 2006)

252.232-7009 Mandatory Payment by Governmentwide Commercial Purchase Card (DEC 2006)

252.232-7010 Levies on Contract Payments (DEC 2006)

252.246-7000 Material Inspection and Receiving Report (MAR 2008)

252.212-7001 Contract Terms and Conditions Required to Implement Statutes or Executive Orders Applicable to Defense Acquisitions of Commercial Items (JAN 2009)

(a) The Contractor agrees to comply with the following Federal Acquisition Regulation (FAR) clause, which, if checked, is included in this contract by reference to implement a provision of law applicable to acquisitions of commercial items or components.

_____ 52.203-3 Gratuities (APR 1984) (10 U.S.C. 2207)

(b) The Contractor agrees to comply with any clause that is checked on the following list of Defense FAR Supplement clauses, which, if checked, is included in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items or components.

_____ 252.203-7000 Requirements Relating to Compensation of Former DoD Officials (JAN 2009) (Section 847 of Pub. L. 110-181).

_____ 252.205-7000 Provision of Information to Cooperative Agreement Holders (DEC 1991) (10 U.S.C. 2416).

_____ 252.219-7003 Small Business Subcontracting Plan (DoD Contracts (APR 2007) (15 U.S.C. 637).

_____ 252.219-7004 Small Business Subcontracting Plan (Test Program) (AUG 2008) (15 U.S.C. 637 note).

_____ 252.225-7001 Buy American Act and Balance of Payments Program (JAN 2009) (41 U.S.C. 10a-10d, E.O. 10582).

_____ 252.225-7012 Preference for Certain Domestic Commodities (DEC 2008) (10 U.S.C. 2533a).

_____ 252.225- Preference for Domestic Specialty Metals (JUN 2005)

	7014	(10 U.S.C. 2533a).
_____	252.225-7015	Restriction on Acquisition of Hand or Measuring Tools (JUN 2005) (10 U.S.C. 2533a).
_____	252.225-7016	Restriction on Acquisition of Ball and Roller Bearings (MAR 2006) (Section 8065 of Pub. L. 107-117 and the same restriction in subsequent DoD appropriations acts).
_____	252.225-7021	Trade Agreements (NOV 2008) (19 U.S.C. 2501-2518 and 19 U.S.C. 3301 note).
_____ _____	252.225-7027	Restriction on Contingent Fees for Foreign Military Sales (APR 2003) (22 U.S.C. 2779).
_____	252.225-7028	Exclusionary Policies and Practices of Foreign Governments (APR 2003) (22 U.S.C. 2755).
_____	252.225-7036	(i) Buy American Act--Free Trade Agreements--Balance of Payments Program (JAN 2009) (41 U.S.C. 10a-10d and 19 U.S.C. 3301 note). (ii) _____ Alternate I (OCT 2006) of 252.225-7036.
_____	252.225-7038	Restriction on Acquisition of Air Circuit Breakers (JUN 2005) (10 U.S.C. 2534(a)(3)).
_____	252.226-7001	Utilization of Indian Organizations, Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns (SEP 2004) (Section 8021 of Public Law 107-248 and similar sections in subsequent DoD appropriations acts).
_____	252.227-	Technical Data--Commercial Items (NOV 1995) (10

	7015	U.S.C. 2320).
_____	252.227-7037	Validation of Restrictive Markings on Technical Data (SEP 1999) (10 U.S.C. 2321).
_____	252.232-7003	Electronic Submission of Payment Requests and Receiving Reports (MAR 2008) (10 U.S.C. 2227).
_____	252.237-7019	Training for Contractor Personnel Interacting with Detainees (SEP 2006) (Section 1092 of Pub. L. 108-375).
_____	252.243-7002	Requests for Equitable Adjustment (MAR 1998) (10 U.S.C. 2410).
_____	252.247-7023	(i) Transportation of Supplies by Sea (MAY 2002) (10 U.S.C. 2631). (ii) _____ Alternate I (MAR 2000) of 252.247-7023. (iii) _____ Alternate II (MAR 2000) of 252.247-7023. (iv) _____ Alternate III (MAY 2002) of 252.247-7023.
_____	252.247-7024	Notification of Transportation of Supplies by Sea (MAR 2000) (10 U.S.C. 2631).

(c) In addition to the clauses listed in paragraph (e) of the Contract Terms and Conditions Required to Implement Statutes or Executive Orders--Commercial Items clause of this contract (FAR 52.212-5), the Contractor shall include the terms of the following clauses, if applicable, in subcontracts for commercial items or commercial components, awarded at any tier under this contract:

252.225-7014	Preference for Domestic Specialty Metals, Alternate I (APR 2003) (10 U.S.C. 2533a).
252.237-7019	Training for Contractor Personnel Interacting with Detainees (SEP 2006) (Section 1092 of Pub. L. 108-375).
252.247-7023	Transportation of Supplies by Sea (MAY 2002) (10 U.S.C. 2631).

252.247-7024

Notification of Transportation of Supplies by Sea (MAR 2000) (10 U.S.C. 2631).

SECTION E - INSPECTION AND ACCEPTANCE

SECTION F - DELIVERIES OR PERFORMANCE

DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
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SECTION J - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	Software Support and Maintenance FFP See the attached Price list. FOB: Destination				\$0.00
				NET AMT	\$0.00

INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
0001	Destination	Government	Destination	Government

DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
0001	N/A	N/A	N/A	N/A

ATTACHMENT A DOD PRICE LIST
ATTACHMENT A - DoD PRICE LIST

SIN	Item & Description	BPA Price	1-100 Licenses 2%	100-250 Licenses 5%	250-500 Licenses 10%	500-1000 Licenses 15%	Over 1000 Licenses 20%
	OpsPlanner Software One Time Setup/Installation Fee						
132-32	Subscription (SaaS) Installation	\$ 1,813.50	\$1,777.23	\$ 1,722.83	\$ 1,632.15	\$1,541.48	\$1,450.80
132-33	Perpetual Licensed Installation	\$ 2,720.25	\$2,665.85	\$ 2,584.24	\$ 2,448.23	\$2,312.21	\$2,176.20
132-32/33	FTP Synchronization	\$ 272.03	\$266.58	\$ 258.42	\$ 244.82	\$ 231.22	\$ 217.62
	User Fees						
	Subscription (SaaS) Per User/ Per Yr.						
132-32	Base Subscription Fee	\$ 906.75	\$888.62	\$ 861.41	\$ 816.08	\$ 770.74	\$ 725.40
132-32	Concurrent Users	\$ 906.75	\$888.62	\$ 861.41	\$ 816.08	\$ 770.74	\$ 725.40
132-32	Named Users	\$ 36.27	\$35.54	\$ 34.46	\$ 32.64	\$ 30.83	\$ 29.02
	Perpetual Licensed - Per User						
132-33	Base License Fee	\$ 2,266.88	\$2,221.54	\$ 2,153.53	\$ 2,040.19	\$1,926.84	\$1,813.50
132-33	Concurrent Users	\$ 2,266.88	\$2,221.54	\$ 2,153.53	\$ 2,040.19	\$1,926.84	\$1,813.50
132-33	Named Users	\$ 90.68	\$88.86	\$ 86.14	\$ 81.61	\$ 77.07	\$ 72.54
	BIA Expert						
132-32	Subscription (SaaS) - Annual Fee	\$ 3,627.00	\$3,554.46	\$ 3,445.65	\$ 3,264.30	\$3,082.95	\$2,901.60
132-33	Perpetual Licensed	\$ 9,067.50	\$8,886.15	\$ 8,614.13	\$ 8,160.75	\$7,707.38	\$7,254.00
132-32	FTP Contact Synchronization (Subscription only)	\$906.75	\$888.62	\$861.41	\$816.07	\$770.74	\$725.40
	Item & Description					BPA Price	
	Options:						

	Consulting & Support Services (Hourly Rates)	
132-51/51RC	Senior OpsPlanner Consultant	\$145.08
132-51/51RC	Senior OpsPlanner Project Manager	\$172.28
132-51/51RC	OpsPlanner Analyst/Trainer	\$113.34
132-51/51RC	OpsPlanner Software Developer	\$145.08
	Technical Support Fees (Annual)	
	Premium Support (24 x 7 x 365)	
132-34	Subscription (% User/Opt/Notification)	13.6%
132-34	License (% User/Opt/Notification)	17.2%
	OpsPlanner Notification One Time Setup/Installation Fee	
132-32/33	Notification Setup/Installation	\$ 453.38
SIN	Item & Description	BPA Price
	Notification License Fees / Yr.	
132-32/33	Option 1 - 100 Recipients / 500 Messages	N/A
132-32/33	Option 2 - 250 Recipients / 1,500 Messages	\$ 4,987.13
132-32/33	Option 3 - 500 Recipients / 3,000 Messages	\$ 6,800.63
		\$ 10,881.00
132-32/33	Option 4 - 1,000 Recipients / Unlimited Messages	\$ 31,736.25
132-32/33	Option 5 - 5,000 Recipients / Unlimited Messages	\$ 45,337.50
132-32/33	Option 6 - 10,000 Recipients / Unlimited Messages	
	Additional Recipient Fees	
132-32/33	Blocks 100 + 500 Messages	\$ 906.75
132-32/33	Blocks 1,000	\$ 4,987.13
	Additional Message Fees	
132-32/33	Domestic Phone/Fax (per minute)	\$ 0.36
132-32/33	E-Mail (per 10,000 characters)	\$ 0.15

Notes:

1. One Time Installation/Setup Fee includes up to four (4) hours of Admin training, and up to four (4) hours of User training for up to eight (8) participants.
2. Training is available via web session or at the customer site. Additional training can be purchased as required at the hourly rate noted above.
3. Travel time and other travel related expenses associated with on-site implementation, training, and support will be billed separately based on PSC accounting practices in association with the JTR.
4. Quoted prices do not include authorized travel or other incidental, documented out-of-pocket expenses which shall be reimbursed to PSC by customer.

ATTACHMENT C REPORT OF SALES
REPORT OF SALES ATTACHMENT C

** See Attached Excel Spreadsheet**

ATTACHMENT D FEES AND PAYMENTS
FEES AND PAYMENTS ATTACHMENT D

FEES AND PAYMENTS

- 1. GSA Industrial Funding Fee (IFF).** The BPA unit prices include the applicable GSA IFF. The contractor shall be responsible for all required filings to GSA and for payment of this fee in accordance with applicable GSA instructions.
- 2. Acquisition, Contracting, and Technical (ACT) Fee.** The cost of awarding, administering and managing this BPA is included in the prices charged to ordering activities. The ACT fee is 2%. The contractor shall remit the ACT fee on a calendar quarterly basis (i.e. January – March, April – June, July – September, and October – December) or as otherwise requested by the Software Product Manager (SPM). Payment is due thirty (30) days following approval of the Report of Sales for the completed quarter. ACT fees that have not been paid within the prescribed thirty (30) days shall be considered a debt to the United States Government under the terms of FAR 32.6. The Government may exercise all its rights under the contract, including withholding or setting off payments and interest on the debt (see contract FAR clause 52.232-17, Interest). Failure of the Contractor to pay the ACT Fee in a timely manner may result in termination of the BPA.
- 3. Fee Distribution.** The Army, Air Force, DLA, DISA and Navy are participating in a fee-sharing program. The Contractor shall collect the 2% ACT fee and distribute in accordance with the following procedures. Fee sharing shall be determined by the End User Agency or Service identified in the monthly Report of Sales. This field shall be notated Army, Air Force, DLA, DISA, Navy or DOD as appropriate. Marine Corps sales are reported under the Navy designation. Fee checks shall not be issued until written approval is received for the Report of Sales.

3.1 ALL SALES:

The 2% ACT fee is split equally between the DoD Component whose customer places the order and the DoD Component that manages the ESI agreement. For example, an Air Force order issued against an ESI agreement managed by the Navy results in one half (or 1%) of the 2% fee being returned to the Air Force acquisition organization (listed under Air Force Sales). The Navy will retain the entire 2% fee under orders issued for Navy activities or those activities that do not collect a fee under the ESI agreements managed by the Navy. The contractor is responsible for distributing the ACT fee to all applicable Services in accordance with the instructions herein. The amount of ACT Fee due the Navy shall be calculated at 1% for Army sales, 1% for Air Force sales, 1% for DLA sales, 1% for DISA sales and 2% for all other sales.

The contractor shall remit ACT Fee to the address provided below by corporate or cashier's check made payable to "Treasurer of the United States". No transmittal letter is required with submission of Navy fee checks.

Checks must include the following information to ensure proper crediting of the payment:

BPA (*fill in applicable #*)

DoD (*fill in name of agreement*) Enterprise Software Agreement

ACT Fee

For US Postal Service mail or USPS Express Mail:

SPAWARSYSCEN PACIFIC

Code 55190, Bldg. 91

Attn: Henry Ingorvate

53560 Hull Street

San Diego, CA 92152-5001

For Federal Express, United Parcel Service, DHL or Other Courier Services:

SPAWARSYSCEN PACIFIC

Shipping and Receiving

Receiving Officer (OT 7)

Attn: Henry Ingorvate

Code 55190, Bldg. 91

4297 Pacific Hwy.

San Diego, CA 92110

Email a copy of the ACT Fee remittance check to the SPM.

3.2 ARMY SALES:

The amount of ACT Fee due the Army shall be calculated at 1% of all Army sales.

The contractor shall remit ACT Fee to the address provided below by corporate or cashier's check made payable to "Treasurer of the United States". Checks must be notated with the following information:

BPA (*fill in applicable #*)
SCP Fee Reimbursement

***Checks must be accompanied by a transmittal letter (format to be provided) that cites the applicable accounting data to ensure proper crediting of the payment.

Send check and transmittal letter to:
Project Director, Computer Hardware, Enterprise Software and Solutions (PD CHESS)
PEO Enterprise Information Systems
SFAE-PS-SCP (Attn: Margaret Kirsch)
Squier Hall, Bldg. 283
Fort Monmouth, NJ 07703

Email a copy of the check and letter to: MONM-EISASCPVndrRpts@Conus.army.mil

3.3 AIR FORCE SALES:

The amount of ACT Fee due the Air Force shall be calculated at 1% of all Air Force sales.

The contractor shall remit ACT Fee to the address provided below by corporate or cashier's check made payable to "3801-LI". Checks must be notated with the following information:

BPA (*fill in applicable #*)
ESI-SW Fee Sharing

***Checks must be accompanied by a transmittal letter (format to be provided) that cites the applicable accounting data to ensure proper crediting of the payment.

Send check and transmittal letter to:
Disbursing Operations Directorate
FOR: 3801-Limestone Field Site
8899 E 56th Street
Indianapolis, IN 46249-9339

Email a copy of the check and letter to: HQ754ELSG/ESTFinancials@gunter.af.mil, mailto:

Please include with the above documents the Customer Usage Check Report (CCR) and Delivery Order Status Report (DOSR) or the Report of Sales (per BPA requirements)

Subject Line Format of e-mail should be as follows:

Contract Number with hyphens, CCR or DOSR Month Year, Contract Name, Contractor Name
[Example: FA0000-00-A-0000, CCR June 2006, ESI SW, Vendor, Inc.]

Point of Contact regarding any questions:
Ricky Blackmon
Phone: 334-416-2888

Email: ricky.blackmon@gunter.af.mil

Mail is also an alternative means of submitting copies. Please forward a copy to the address below:

HQ 754 ELSG/ESQ
Attention: Ricky Blackmon
<mailto:Karen.Molloy@gunter.af.mil> 490 East Moore Drive, Bldg 892
MAFB-Gunter Annex, AL 36114-3014

3.4 DLA SALES

The amount of ACT Fee due DLA shall be calculated at 1% of all DLA sales.

The contractor shall remit ACT Fee to the address provided below by corporate or cashier's check made payable to "Treasurer of the United States". No transmittal letter is required with submission of DLA fee checks.

Checks must include the following information to ensure proper crediting of the payment:

BPA (*fill in applicable #*)

DoD (*fill in name of agreement*) Enterprise Software Agreement

Quarterly ACT Fee

Send check to:

Defense Logistics Agency
DES Acquisition Staff Directorate
Attn: Connie House, DES-A
8725 John J. Kingman Road, Room 1145
Fort Belvoir, VA 22060-6220

Mail a copy of the check to:

Defense Logistics Agency
Attn: Susan Lizzi, J-654
8725 John J. Kingman Road
Fort Belvoir, VA 22060-6221

Or email a copy of the check to:

Email: Susan.Lizzi@dla.mil

3.5 DISA SALES

The amount of ACT Fee due DISA shall be calculated at 1% of all DISA sales.

The contractor shall remit ACT Fee to the address provided below by corporate or cashiers check made payable to "Treasurer of the United States". Checks must be notated with the following information:

BPA (*fill in applicable #*)

DoD (*fill in name of agreement*) Enterprise Software Agreement

Quarterly ACT Fee

****Checks must be accompanied by a transmittal letter (format to be provided) that cites the applicable accounting data to ensure proper crediting of the payment.

Send check and transmittal letter to:

DFAS-CO

Finance and Accounting Office

Attn: Disbursement Office (Tom Triplett)

3990 East Broad St., Bldg. 21

Columbus, Ohio 43213

Direct questions to Jonnice Medley, 703-681-2091

Provide copies of this letter and check to: jonnice.medley@disa.mil.

Appendix A – OPSPLANNER SOFTWARE LICENSE AND END USER SERVICES AGREEMENT

This OpsPlanner User License and Services Agreement (the “Agreement”) is made as of 2010 (the “Effective Date”) by and between Paradigm Solutions International, Inc., a Maryland corporation having a principal place of business at 6701 Democracy Boulevard, Suite 300, Bethesda, Maryland 20817-1572 (“Paradigm”), and [REDACTED] for and on behalf of itself and its affiliates, having a principal place of business at [REDACTED], [REDACTED], [REDACTED] (“Customer”).

Paradigm agrees to furnish to Customer, and Customer agrees to accept, the use of the Licenses and Services as defined below.

DEFINITIONS: Whenever used in this Agreement, the terms set forth in this Section will have the meanings below. Other terms are defined throughout this Agreement as they first appear. Where the context so indicates, a word in the singular form will include the plural and vice versa.

1. "BIA Expert " an optional feature/module within the OpsPlanner Software Suite that seamlessly integrates Business Impact Analysis workflow and data into the business continuity process as specified in Paradigm's marketing Documentation.
2. "Business Continuity Planning" - The advanced planning and preparation which is necessary to minimize loss and insure continuity of an organization's critical business functions in the event of a disaster and/or major business disruption.
3. "Burstable Option" shall be defined as the ability for the customer to extend their licensed number of concurrent users to the full extent of the number of total licensed users. This option is provided in blocks of time whereby each block is equivalent to 15 calendar days ("Burstable Days/Blocks").
4. "Documentation" - shall be defined as Interface Documentation to other applications and services, startup documentation required for the installation, administration, usage, and initial setup of the OpsPlanner Software Suite, help screens, user interface documentation, training materials, advertisements, marketing collateral, company information brochures, websites, and any other documentation provided by Paradigm to Customer that describes the features and functionality of the Service.
5. "FTP Sync" is an optional feature of the OpsPlanner Software Suite that provides for the ability to synchronize contact information stored in an organization's information system, with similar contact information stored within OpsPlanner.
6. "Hosting Service" - The provision of the data center, servers and other devices, bandwidth, software, and other services as applicable, contracted, and described in Schedule E.
7. "Notification Software" - The portion of the Recovery Manager module that allows for the automated notification of designated key persons (*i.e.*, employees, customers, vendors) via a third party communications provider.

8. "OpsPlanner Software Suite" - Consists of the Plan Manager and Recovery Manager software modules as defined herein.
9. "Plan Manager" - The module that facilitates the gathering of information within an organization and the development of business continuity recovery plans.
10. "Professional Consulting Services" - Business continuity consulting services, including, but not limited to, training regarding the use of the OpsPlanner Software Suite, and business continuity planning and development consulting provided by Paradigm Staff or Third Party Providers.
11. "Recovery Manager" - The module that facilitates the management of an emergency event through the assignment and tracking of tasks, issues, announcements, and the automated notification of key parties.
12. "Service" - Collectively, the Business Continuity Planning capabilities and functionality provided by the OpsPlanner Software Suite, Paradigm Professional Consulting Services, Paradigm Hosting Services, and any other supplemental service(s) provided by Paradigm to Customer pursuant to this Agreement.
13. "Third Party Provider(s)" - Any and all third party entities contracted by Paradigm for the purpose of providing products or services associated with and or integral to provision of the Service and/or the OpsPlanner Software Suite.

SECTION 1 SCOPE OF AGREEMENT

During the Term of this Agreement, Paradigm shall provide and Customer shall use the OpsPlanner Software Suite, Paradigm Professional Consulting Services, and all other associated functions, (collectively the "Service") as may be applicable. **Schedules A, B, and C** as applicable describe the Service in more detail and outlines the obligations of each party. Paradigm may add additional features and functionality ("Additional Service") to the Service on terms determined by Paradigm (see **Schedules A, B, and C**) and such changes shall be effective immediately upon posting to the Service. Customer may choose, at its option, to use or not use such Additional Services (see **Schedule E**). All rights granted to Customer in this Agreement are extended to Customer's affiliates, for whose compliance with all applicable requirements of this Agreement Customer assumes full responsibility. Notwithstanding, Customer and Customer Affiliates are limited to the aggregate total number of OpsPlanner Software Licenses as delineated in Schedule E.

SECTION 2 USE OF THE SERVICE

Customer agrees to utilize the Service in accordance with this Agreement and the Schedules including the Terms of Use set forth in **Schedules A, B, and C** as applicable. Customer shall not, nor without the express authorization of Paradigm, permit any other party to copy, transfer, create derivative works of, or otherwise reproduce the Service, whether for redistribution, lease, assignment, or license to any third party or for any other purposes, except in connection with the uses expressly permitted by this Agreement. Customer shall not decompile or otherwise reverse engineer any portion of the Service or in any other manner attempt to obtain Paradigm proprietary database structure, indices, computer programs, and programming techniques.

Customer shall agree not to remove or alter any proprietary notices or markings displayed in or on Paradigm's or any of its Third Party Providers' software products.

SECTION 3 IMPLEMENTATION OF THE SERVICE

Paradigm and Customer agree to make their reasonable best efforts to complete the implementation of the Service within thirty (30) days of execution of this Agreement.

SECTION 4 COMPENSATION AND PAYMENT

- 4.1 Prices. In consideration for the Service, Customer shall pay Paradigm or its Authorized Reseller the amounts set forth in **Schedule E** as attached hereto.
- 4.2 Payment Schedule. Paradigm shall provide to Customer the Service as defined in this Agreement for the fees set forth in Schedule E. All fees and charges are due and payable in accordance with the BPA Call Order. Unless otherwise specified herein, the initial license, set up, and technical support fees shall be invoiced at the Effective Date of this Agreement (or Order, if a follow up order), and all subsequent annual fees shall be invoiced to be due and payable on each anniversary of the Effective Date.
- In addition to other requirements in this Agreement, subsequent invoices shall be issued and payable in advance on an annual basis thereafter, as applicable.
- Invoices shall be submitted to Customer at the address and to the attention of the authorized representative noted below in Paragraph 10.3.
- 4.3 Taxes. <N/A:Removed at the request of Department of the Army>

SECTION 5 OWNERSHIP

Customer acknowledges that Paradigm and its Third Party Providers retain ownership of any intellectual property rights related to the delivery of the Service including, but not limited to, Paradigm software, API's, trademarks, templates, and service mark ("Paradigm IP"). Paradigm shall be the exclusive owner (including, without limitation owner of copyrights therein) of the Service and Paradigm IP, its components and derivatives.

SECTION 6 WARRANTIES & LIMITATION OF LIABILITY

- 6.1 Warranty. Paradigm warrants to Customer that to its knowledge it and its Third Party Providers own or have a valid license for all rights and title to the Service or is otherwise authorized to grant to Customer the rights herein.
- 6.2 Limitation of Warranties and Liability
- (a) EXCEPT AS EXPRESSLY SET FORTH HEREIN, PARADIGM AND ITS THIRD PARTY PROVIDERS MAKE NO WARRANTIES, GUARANTEES OR

REPRESENTATIONS OF ANY KIND CONCERNING THE SERVICES, EITHER EXPRESS OR IMPLIED. CUSTOMER EXPRESSLY ACKNOWLEDGES AND AGREES THAT USE OF THE SERVICES AND THE INTERNET GENERALLY IS AT ITS OWN RISK AND EXCEPT AS SET FORTH IN THIS AGREEMENT, THAT THE SERVICES ARE PROVIDED "AS IS" AND "AS AVAILABLE" WITHOUT ANY WARRANTIES OR CONDITIONS WHATSOEVER, EXPRESS OR IMPLIED. PARADIGM WILL USE COMMERCIALY REASONABLE EFFORTS TO MAKE ACCESS TO THE SERVICES AVAILABLE TO CUSTOMER THROUGH THE REQUIRED ACCESS PROTOCOLS, BUT MAKES NO WARRANTY OR GUARANTEE THAT CUSTOMER OR ITS CUSTOMERS WILL BE ABLE TO ACCESS THE SERVICES AT ANY PARTICULAR TIME OR ANY PARTICULAR LOCATION.

(b) WITHOUT LIMITING THE GENERALITY OF THE TERMS SET FORTH ABOVE, PARADIGM AND ITS AFFILIATES, AGENTS, THIRD PARTY PROVIDERS, SERVICE PROVIDERS, AND LICENSORS:

(i) HEREBY DISCLAIM ALL EXPRESS AND IMPLIED WARRANTIES AS TO THE ACCURACY, COMPLETENESS, MERCHANTABILITY, OR FITNESS FOR ANY PARTICULAR PURPOSE OF THE SERVICES GENERALLY, AND ANY CONTENT CONTAINED THEREIN, AS WELL AS ALL EXPRESS AND IMPLIED WARRANTIES THAT THE OPERATION OF THE SERVICES GENERALLY AND ANY CONTENT CONTAINED THEREIN WILL BE UNINTERRUPTED OR ERROR-FREE; AND

(ii) SHALL IN NO EVENT BE LIABLE TO CUSTOMER OR ANYONE ELSE FOR ANY INACCURACY, ERROR, OR OMISSION IN, OR LOSS, INJURY, OR DAMAGE CAUSED IN WHOLE OR IN PART BY FAILURES, DELAYS, OR INTERRUPTIONS IN THE SERVICES GENERALLY, AND ANY CONTENT CONTAINED IN THE MESSAGES DELIVERED BY PARADIGM AS PART OF THE SERVICES.

6.3 Limitation of Liability. IN NO EVENT SHALL PARADIGM OR ANY OF ITS THIRD PARTY PROVIDERS BE LIABLE FOR SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY OR OTHER INDIRECT DAMAGES HEREUNDER, INCLUDING BUT NOT LIMITED TO, LOSS OF PROFITS OR LOSS OF USE DAMAGES, ARISING OUT OF THE RENDERING OR RECEIVING OF THE SERVICES OR THIS AGREEMENT, EVEN IF EITHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR LOSSES; PROVIDED THAT PARADIGM SHALL IN NO EVENT HAVE (IN THE AGGREGATE) ANY LIABILITY WHATSOEVER IN CONNECTION WITH THIS AGREEMENT IN EXCESS OF THE TOTAL AMOUNTS PAID TO PARADIGM UNDER THE AGREEMENT FOR THE 12 MONTHS PRECEDING THE CLAIM. NEITHER PARADIGM NOR ANY OF ITS THIRD PARTY PROVIDERS SHALL BE LIABLE FOR ANY WARRANTY THAT CUSTOMER OR ANY OF CUSTOMER'S EMPLOYEES OR AGENTS MAKES CONCERNING THE SERVICES, AND CUSTOMER HEREBY INDEMNIFIES PARADIGM FROM AND AGAINST ANY CLAIMS OR LIABILITIES ASSERTED BY THIRD PARTIES ARISING FROM ANY SUCH WARRANTY MADE BY CUSTOMER.

6.4 High Risk Activities. THE SERVICE IS NOT FAULT-TOLERANT AND IS NOT DESIGNED, MANUFACTURED, OR INTENDED FOR USE OR RESALE IN HAZARDOUS CIRCUMSTANCES REQUIRING FAIL-SAFE PERFORMANCE, INCLUDING BUT NOT LIMITED TO, USE IN THE OPERATION OF NUCLEAR

FACILITIES, AIRCRAFT NAVIGATION, OR COMMUNICATION SYSTEMS, AIR TRAFFIC CONTROL, DIRECT LIFE SUPPORT MACHINES, OR WEAPONS SYSTEMS, OR IN ANY CASE IN WHICH THE FAILURE OF THE SERVICE COULD CAUSE DEATH, PERSONAL INJURY, PROPERTY DAMAGE OR SEVERE PHYSICAL OR ENVIRONMENTAL DAMAGE, AND ANY SUCH USE SHALL BE AT CUSTOMER'S SOLE RISK ("HIGH RISK ACTIVITIES"). IN ADDITION TO THE OTHER DISCLAIMERS AND LIMITATIONS CONTAINED WITHIN THIS AGREEMENT, PARADIGM AND ITS AFFILIATES, AGENTS, AND THIRD PARTY PROVIDERS, SPECIFICALLY DISCLAIM ANY EXPRESS OR IMPLIED WARRANTY OF FITNESS FOR HIGH RISK ACTIVITIES.

- 6.5 Paradigm Indemnification. <N/A:Removed at the request of Department of the Army>
- 6.6 Customer Indemnification. <N/A:Removed at the request of Department of the Army>
- 6.7 Exceptions. Paradigm's duty to indemnify Customer Indemnitees shall not apply to the extent that such a claim is based on (a) unauthorized modifications to the Service if the Service without such modifications would not give rise to such claim, (b) representations, warranties or other statements made by Customer but not specifically authorized by Paradigm herein or otherwise in writing, including without limitation any violation of the terms of Schedules A, B, or C hereto, (c) use of the Service in combination with any other products, services, applications or activities, if the use of the Service alone would not give rise to such claim, (d) use of the Service in a manner inconsistent with the Documentation or in a manner not authorized under this Agreement, (e) use or marketing of the Service in a manner inconsistent with any applicable law, rule or regulation, (f) the gross negligence, intentional act or willful misconduct of Customer, or (g) Customer's material breach of its obligations or representations contained in this Agreement.
- 6.8 Replace or Modify. In the event that the use of the Service in conformance with this Agreement is found by a court of competent jurisdiction to be or is the subject of an action alleging an infringement of an United States patent, copyright, trade secret right or any other intellectual property right of any third party, which final judgment results in a discontinuance of the Service, Paradigm shall at its option and expense and to the extent commercially reasonable: (i) procure for the Customer the right to continue using the Service in accordance with this Agreement; (ii) modify the Service or appropriate part thereof, at no cost to Customer, so that the Service, when used in accordance with the Agreement is non-infringing; or, (iii) terminate this Agreement and refund to Customer any unamortized amounts prepaid to Paradigm hereunder.
- 6.9 Other Clauses. Customer represents and warrants that its use of the Service does not as of the Effective Date, and will not during the term of this Agreement, operate in any manner that would violate any applicable law or regulation. Whenever a provision of the Service is dependent upon Customer furnishing Paradigm appropriate data, documents, information, or materials, Customer will furnish all such data, documents, information, or materials in a timely fashion, and will process such data, documents, information, or materials when necessary. Paradigm is not responsible for the validity of Customer's data in the system. The validity of the data or information presented to Customer's Customers or users of the applications is the sole responsibility of Customer.

Neither Paradigm nor any of its Third Party Providers has control over any third party content which may be transmitted through, stored on, or accessed via the Service or the party to whom the communication is directed. Customer agrees that it assumes all responsibility for such third party content and the valid consent of the party receiving the

communication. Customer expressly agrees not to use the Service to store, acquire, solicit, transfer, exchange or otherwise be involved with any illegal or illicit material, including, but not limited to: materials which constitute copyright infringement, materials deemed legally obscene or child pornography, materials which constitute illegally acquired proprietary information or trade secrets, materials which facilitate the commission of a crime, and material which constitutes actionable defamation.

SECTION 7 CONFIDENTIALITY

During the Term of this Agreement and for a period of three years thereafter, all Confidential Information disclosed by either party to the other party shall not be used by the receiving party (except in connection with the activities permitted by this Agreement), shall be maintained in confidence by the receiving party and shall not otherwise be disclosed by the receiving party to any other person, firm or agency, governmental or private, without the prior written consent of the disclosing party, except to the extent required to comply with applicable laws or governmental regulations. The obligation of confidentiality and non-disclosure shall not apply to such portion of the Confidential Information which:

- (i) is or becomes generally available to the public other than as a result of disclosure by the receiving party or its employees, representatives or agents; or
- (ii) becomes available to the receiving party on a non-confidential basis from a third party (unrelated to the receiving party) which is entitled to disclose it; or
- (iii) was known to the receiving party on a non-confidential basis prior to its disclosure to the receiving party by the other party; or
- (iv) is independently developed by individuals without access to the Confidential Information.

“Confidential Information” means information which the disclosing party desires to protect against unrestricted disclosure or competitive use by the receiving party and which is clearly identified as confidential to the receiving party or would be deemed as confidential by a prudent individual, including, but not limited to, customers’ names, telephone numbers, email addresses, identification numbers, account numbers and passwords. Confidential Information also includes, without limitation, information concerning business methods, pricing, business plans, and customer information. Confidential Information may also include proprietary or confidential information of third parties that have granted licenses to the disclosing party. Any breach of this provision would constitute irreparable harm, and either party shall be entitled to seek specific performance or injunctive relief to enforce this provision in addition to such remedies said party might otherwise be entitled to at law or in equity. Upon termination of this Agreement, the recipient of Confidential Information will promptly, either destroy all of the disclosing party’s Confidential Information in its possession, including all copies and compilations thereof and provide an officer’s certificate confirming its destruction, or, if requested by the disclosing party, return all of its Confidential Information, including all copies and compilations thereof. In addition, each party will be obligated to report to the other any potential use or disclosure of confidential information they become aware of that is not provided for in this Agreement.

SECTION 8 EXPIRATION AND TERMINATION

- 8.1 Term of Agreement. This Agreement shall have an initial term of [REDACTED] ([REDACTED]) years from the Effective Date (the "Initial Term").
- 8.2 Termination for Cause. <N/A:Removed at the request of Department of the Army>
- 8.3 Termination for Bankruptcy. Upon the filing of a petition in bankruptcy, insolvency or reorganization against or by either party, or either party becoming subject to a composition for creditors, whether by law or agreement, or either party going into receivership or otherwise becoming insolvent (such party hereinafter referred to as the "Insolvent Party"), this Agreement may be terminated by the other party by giving written notice of termination to the Insolvent Party, such termination being immediately effective upon the giving of such notice of termination.
- 8.4 Effect of Termination or Expiration. Upon any termination or expiration of this Agreement, (a) the Parties shall immediately pay to each other any and all amounts due and owing; (b) the rights and licenses granted to each Party under this Agreement shall terminate; (c) each party shall return all Confidential Information as defined herein of the other party; and (d) each party shall certify in writing to the other party its compliance with the foregoing.

SECTION 9 MARKETING and CO-BRANDING

- 9.1 Trademarks. No usage of either party's trademarks will be permitted without prior written approval of the other party.
- 9.2 Joint Public Relations. By prior mutual agreement in writing, the parties may issue a joint press release announcing their collaboration, create an application story highlighting Customer's use of the Service, and/or participate in other joint marketing activities.

SECTION 10 GENERAL PROVISIONS

- 10.1 Non-Solicitation. During the period commencing on the Effective Date and continuing until the first anniversary of the date on which this Agreement is terminated, neither party shall directly solicit for employment, employees of the other party who are involved in providing or receiving the Service. General solicitation of either party's employees (for example, advertisements in newspapers, recruiting websites, etc.) does not constitute a violation of this section. Nothing herein shall be construed to prohibit hiring of employees responding to general solicitations.
- 10.2 Assignment. <N/A:Removed at the request of Department of the Army>
- 10.3 Notices. All notices provided for in this Agreement shall be given in writing and shall be effective when either served by personal delivery, or deposited, postage prepaid, in the United States, registered or certified mail, addressed to the parties at their respective addresses, or to such other address or addresses as either party may later specify by written notice to the other.

	Paradigm Solutions International,	Customer
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	Inc.	
Attention:		
Title:		
Company Name:		
Address:		
Phone:		
Fax:		
Email:		

- 10.4 Mergers and Amendment. <N/A:Removed at the request of Department of the Army>
- 10.5 Binding Effect. Subject to the limitations herein before expressed, this Agreement will mutually benefit and be binding upon the parties, their successors and permitted assigns. All signed copies of this Agreement shall be deemed originals.
- 10.6 Severability and Waiver. If any provisions of this Agreement shall be held by a court of competent jurisdiction to be contrary to law or public policy, the remaining provisions shall remain in full force and effect. No terms or provisions hereof shall be deemed waived and no breach consented to or excused, unless such waiver, consent or excuse shall be in writing and signed by the party claimed to have waived or consented. Should either party consent, waive or excuse a breach by the other party, such shall not constitute a consent to, waiver of, or excuse of any other different or subsequent breach whether or not of the same kind as the original breach.
- 10.7 Governing Law. <N/A:Removed at the request of Department of the Army>
- 10.8 Force Majeure. Neither Paradigm nor Customer shall be liable for damages for any delay or failure of delivery arising out of causes beyond their reasonable control and without their fault or negligence, including, but not limited to, acts of civil or military authority, fires, riots, wars, or embargoes.
- 10.9 Relationship of Parties. The parties hereto are independent contractors and neither party is an employee, agent, partner or joint venture of the other. Neither party shall have the right to bind the other to any agreement with a third party.
- 10.10 Survival. Notwithstanding anything else in this Agreement to the contrary, the parties agree that Sections 5, 6.1 to 6.9, 7, 8.4, 9.1, and 10.1 shall survive the termination or expiration of this Agreement.
- 10.11 Headings. The section headings used herein are for convenience of reference only, and no construction or inference shall be derived there from.
- 10.12 Counterparts. This Agreement may be executed in several counterparts, all of which taken together shall constitute one single Agreement between the parties. This Agreement may be executed by facsimile signature(s).

IN WITNESS WHEREOF, the parties have executed this Agreement by their duly authorized representatives as of the date set forth above.

Paradigm Solutions International, Inc.	Customer
By Its Authorized Representative	By Its Authorized Representative
Signature: _____	Signature: _____
Date: _____	Date: _____
Name:]	Name:
Title:	Title:
Address:	Address:
Tel: (301) 571-9309 Fax:	Tel: Fax:

SCHEDULE A

NOTIFICATION SERVICES GENERAL AGREEMENTS

(As Applicable in Accordance with the Services detailed in Schedule E)

I. Authorized Users

This Agreement permits Customer and its employees to utilize the Service provided all users of the Service abide by the terms and conditions contained in the BPA Call Order.

II. Content of Messages Delivered by Paradigm

The introduction or header and trailer for each delivered message delivered by Paradigm as part of the Service hereunder shall contain the following:

- A. The name of the intended recipient;
- B. The salutation shall be "This is the "Customer" Notification System with an important message for (name) or some other salutation as determined by Paradigm.

III. Notification Service Levels.

- A. Service SLA. Paradigm will exercise commercially reasonable efforts to maintain 99.8% availability of the Service measured on a monthly basis, excluding scheduled maintenance of 240 minutes per month or less. Paradigm will provide Customer with a minimum forty-eight (48) hour notice of any anticipated maintenance requirements to those person(s) specified by Customer in writing as the primary maintenance contact.
- B. Message Delivery SLA. Where applicable, Paradigm will exercise commercially reasonable efforts to provide a message delivery performance level in which the average first attempt delivery to a minimum of 600 addresses specified in each Event shall occur 98% of the time within sixty (60) minutes of receipt of a Notification Activation from the Customer as specified herein.
- C. Exclusions. Paradigm is not responsible where there are: a) telecommunications failures resulting from or caused by Customer or their Recipient's or any carriers or third party service providers network, equipment, or employees' or agents' actions or failures to act; (b) modifications to the Service not authorized in writing by Paradigm; (c) use of the Service in combination with other products not specifically authorized in writing by Paradigm; (d) use by Customer in violation of the Agreement or its Schedules; (e) events beyond Paradigm's direct control and force majeure events; (f) events not specifically noted as Paradigm responsibility in this Agreement; or (g) use of the Service in a manner inconsistent with the Documentation or in a manner not authorized under this Agreement or the Terms of Use included herein.
- D. Failure to meet Service SLA and/or Message Delivery SLA. Should Paradigm fail to meet either the Service and/or Message Delivery SLA (when the failure to meet the SLA materially affects Customer), as a result of its actions in any given month, then Paradigm, as Customer's exclusive remedy and Paradigm's sole liability, shall at its discretion either: (i) add enough additional capacity by the end of the following month to remedy the failure, (ii) provide to Customer an Incident Response summary, which includes a commercially reasonable plan that mitigates the possibility of similar future failures, or (iii) provide Customer with a service credit as detailed in Schedule D.

IV. Customer's Responsibilities and Obligations:

- 1. Information availability. Customer shall provide such information as is necessary for
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- Paradigm to provide the Service.
2. *Support contact. Customer will designate a support contact, and contact's information, responsible for communications with Paradigm.*
 3. *Terms of Use. Customer shall utilize the Service in accordance with the Terms of Use as set forth in Schedule A herein and shall require all of its officers, directors, employees, agents, consultants, representatives, and customers, as a condition of using the Service, to accept Paradigm's Terms of Use.*
 4. *Problem escalation. Customer will provide contact list for problem notification and escalation.*
 5. *Customer Information.*
 - a) For Business Continuity Communications, Customer shall only direct Paradigm to communicate with those individuals with whom Customer has an established business relationship, and the communication is solely for the purpose of a non-consumer business related activity. Customer acknowledges and agrees that the communications applications of the Service shall be used solely in support of Business Continuity communications.
 - b) Customer shall provide to Paradigm only those individuals and called parties from which Customer has received prior valid express consent to receive information at the address or number provided by the individuals or called parties.
 - c) Customer also represents and warrants that neither it nor any of its agents will remove or in any way alter Automatic Number Identification ("ANI") or Calling Party Number ("CPN") information associated with any messages delivered pursuant to this Agreement and shall transmit in every case its telephone number and the name of the organization to the applicable caller identification service.
 - d) *For communications which are for commercial purposes, where there is no established business relationship, or where Customer intends to use the Service to place telephone calls using artificial or prerecorded voice to deliver a message, Customer will not, unless Customer has received prior express written consent of the called party, provide telephone numbers which are:*
 - i. any emergency telephone line, including any 911 line and any emergency line of a hospital, medical physician or service office, health care facility, poison control center, or fire protection or law enforcement agency;
 - ii. the telephone line of any guest room or patient room of a hospital, health care facility, elderly home, or similar establishment; or
 - iii. any telephone number assigned to a paging service, cellular telephone service, specialized mobile radio service, or other radio common carrier service, or other service for which the called party is charged for the call.
 - e) *Customer shall be responsible for insuring that all content to be used in association with this Service shall comply with all laws and regulations.*
 - f) *Customer acknowledges that nothing in this Agreement shall require Paradigm to determine or validate the completeness or accuracy of any of the information required by this section IV.*
 - g) *Once the implementation of the Service is completed, Customer is responsible for submitting all site content and notification notices.*
 - h) Without prior written agreement with Paradigm, Customer shall not use the Service for the purposes of debt collection or other bill collection activities.
 6. Customer agrees and warrants that it will comply in all respects with all Federal and State telemarketing laws, including the Telemarketing Sales Rule, 16 C.F.R., Part 310, and will not engage in any deceptive or abusive telemarketing acts or practices.

All messages to be delivered by Customer shall be in compliance with and subject to the terms of Paradigm's standard Terms of Use below. Paradigm reserves the right to change or modify these policies at any time to better protect our user's information.

A. Customer is advised and hereby acknowledges and agrees that it will advise its affiliated users that the following uses of the Service are unlawful or not allowed:

1. Use of the Service in connection with chain letters, junk e-mail, junk phone messages, junk faxes, spamming, or any duplicative or unsolicited messages (commercial or otherwise) or messages where the recipient is not known to the sender;
2. Harvesting or otherwise collection of information about others, including e-mail addresses, without their consent;
3. Creation of a false identity or forged e-mail, telephone, or facsimile address or header, or any other attempt to mislead others as to the identity of the sender or the origin of the message;
4. Transmission through the Service of unlawful, harassing, libelous, abusive, threatening, harmful, vulgar, obscene, pornographic, or otherwise objectionable material of any kind or nature;
5. Transmission of any material that may infringe the intellectual property rights or other rights of third parties, including trademark, copyright, or right of publicity;
6. Libeling, defaming, or slandering of any person, or infringement upon any person's privacy rights;
7. Transmission of any material that contains viruses, Trojan horses, worms, time bombs, cancel bots, or other harmful or deleterious programs;
8. Violation of any U.S. law regarding the transmission of technical data or software exported from the United States through the Service;
9. Violation of any U.S. law with respect to child pornography or solicitation of minors for sex via the Internet;
10. Violation of any applicable U.S. or state law regarding delivery of recorded voice messages by telephone.
11. Interference with or disruption of networks connected to the Service or violation of the regulations, policies, or procedures of such networks;
12. Attempting to gain unauthorized access to the Service, other accounts, computer systems, or networks connected to the Service, through password mining or any other means;
13. Interference with another user's use and enjoyment of the Service or another entity's use and enjoyment of similar services;
14. Telephone solicitation of funds utilizing computer automated voice;
15. Engagement in any other activity that any reasonable person would believe could be subject it to criminal liability or civil penalty or judgment; or
16. Violation of the federal CAN-SPAM Act of 2003 or any other anti-spam laws or regulations including without limitation all required "opt out" and "opt in" mechanisms and requirements, where applicable.

B. Paradigm Solutions may not monitor, edit, or disclose personal information of Customer or recipients, including message contents, without Customer or its recipients' prior permission, unless Paradigm Solutions has a good faith belief that such action is necessary to:

- (1) conform to legal requirements or comply with legal process;
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- (2) protect and defend the rights or property of Paradigm Solutions;
- (3) enforce this Agreement or protect Paradigm Solutions' business or reputation, including without limitation upon termination, cancellation or suspension of this Agreement by Paradigm Solutions;
- (4) respond to request for identification in connection with claim of copyright or trademark infringement by Customer or a claim by a third party that Customer is using the Service in connection with an infringing, illegal or improper activity;
- (5) act to protect against or prevent fraud, unauthorized transactions, claims or other liability, or
- (6) resolve customer disputes or inquiries, or complaints, including from recipients or third parties, with respect to Customer's use of the Service.

Under U.S. law, there is an affirmative duty of service providers to the public to report to the Federal government's Cyber Tip Line knowledge of facts or circumstances of online child pornography. In the above events, Paradigm Solutions, in its sole discretion, reserves rights of disclosure to others.

SCHEDULE B

HOSTED SERVICES GENERAL AGREEMENTS

(As Applicable in Accordance with the Services detailed in Schedule E)

I. Datacenter and Network Availability

The Paradigm datacenters provide for uninterrupted power availability, redundant HVAC facilities, 24/7/365 controlled access, and sophisticated fire detection and suppression systems.

The datacenter and datacenter network infrastructure is guaranteed to be available 99.8% of the time in a calendar month, excluding scheduled and emergency maintenance of 240 minutes per month or less per Section V below.

II. Services and Devices

Paradigm guarantees the functioning of all leased hardware components and will replace any failed component at no additional cost to Customer.

III. Data Backup

Paradigm schedules, performs, monitors, and maintains Customer data backups. Current backup policy includes weekly full backups and daily differential backups of all files to a central tape library. Four weeks of tape backups are retained at an offsite location.

IV. Monitoring and Response

Paradigm will monitor general server availability, status events on servers and network devices including network availability, and key performance metrics for the operating system, and all applications and databases.

V. Terms of Use

- A. Scheduled & Emergency Maintenance. Scheduled maintenance, limited to 240 minutes per month or less, includes the installation of hot fixes, service packs, software and software upgrades, pre-failure hardware replacement, hardware upgrades, etc... It also includes shutdowns or reboots that occur in the normal course of maintaining software and hardware. Customer will be notified at least 48 hours in advance of any recurring and scheduled maintenance event unless agreed to otherwise. Notification of scheduled maintenance will take place via email to the Customer and whenever reasonably possible, maintenance will be performed during Paradigm off-peak hours. Paradigm reserves the right to perform emergency maintenance without notice. Emergency maintenance is defined as any maintenance activity that is deemed necessary by Paradigm management to protect the security or availability of Customer's hosted configuration or the security and availability of other customers of Paradigm who may be adversely and materially affected if such emergency maintenance activity is not performed.

Notwithstanding anything contained in the SLA to the contrary, scheduled and emergency maintenance outages shall be exempt from all calculations and penalties under the terms of this SLA and Customer shall not be entitled to any service credits as detailed in Schedule D.

- B. Failure to meet Hosting SLA. If as a result of its actions Paradigm fails to meet this Hosting SLA in any given month (when the failure to meet the SLA materially affects Customer), then Paradigm, as Customer's exclusive remedy and Paradigm's sole liability, shall be subject to providing Customer with a service credit as detailed in Schedule D. For the purpose of this SLA, all availability calculations shall be based upon an individual calendar month.
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SCHEDULE C

ADDITIONAL TERMS and CONDITIONS of USE

(Intentionally Left Blank)

SCHEDULE D

TECHNICAL SUPPORT

I. Premium Technical Support.

Includes :

- A. Paradigm TAC will respond and provide emergency support via pager and/or cell phone for critical incidents on a 24 x 7 x 365 basis.
- B. Point of Contact from End User - up to 4 individuals
- C. Continued Response and Resolution Time – See Definitions of Severity Levels below.
- D. Escalation list including Account Manager and Senior Management.
- E. Premium Support End Users may contact Paradigm technical support regarding any problems, issues, or questions (Severity 1-4) by calling **800-558-9568** or emailing **tac@paradigmsi.com**, 24 hours a day, 7 days a week with no additional charges.

II. Components of Support Programs. A summary of our Premium Technical Support programs is included in the table below:

Technical Support Programs – End Users	
Component	Premium Support
Support Hours	24 x 7 x 365
End User Points of Contact	Up to 4
Severity 1	24 x 7 x 365
Severity 2	24 x 7 x 365
Severity 3	24 x 7 x 365
Severity 4	24 x 7 x 365

IV. Definition of Severity Levels. Response time for support calls shall be based upon Paradigm's determination of the following problem severity levels experienced by End User:

- A. **Severity 1:** Defined as an event where service is inaccessible and no procedural workaround exists. Paradigm will respond within thirty (30) minutes of notification of the problem. The goal is to resolve the problem, or reduce the severity level of the problem within ninety (90) minutes of notification.
 - B. **Severity 2:** Defined as an event that results in a partial loss of service, yet an existing workaround is available that lessens or removes the business or application impact; or an important function is not usable that severely restricts operation or use of the service, resulting
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in a significantly reduced level of performance. Paradigm will respond within one (1) hour of notification of the problem during contracted hours. The goal is to resolve the problem, or reduce the severity level of the problem within four (4) hours of notification. If outside contracted hours (Standard Support), Paradigm TAC will investigate and attempt to resolve the problem in accordance with "After Hours Support" pricing.

- C. **Severity 3:** Inability to use a function occurs, but it does not seriously affect operation or use of the service. The problem has a minor impact on a feature. The service is predominately unaffected, and/or an acceptable workaround is available that allows the service to continue to function. Paradigm will respond within four (4) hours during contracted hours. The goal is to resolve the problem within twenty-four (24) hours of notification of problem.
- D. **Severity 4:** Documentation problems, general questions, or requests for enhancements - no functional impact to the End User. Paradigm will respond within twenty-four (24) hours during contracted hours.

V. Service Enhancements and Modifications. Paradigm frequently updates, modifies, and otherwise seeks to improve or modify the Service. Therefore, Paradigm reserves the right to change or discontinue any aspect or feature of the Service as it deems reasonably necessary and at its sole discretion. In such an event, Paradigm shall use its reasonable commercial efforts to provide Customer with a replacement that provides similar functionality. Such changes shall be effective immediately upon posting to the Service. Should Customer require assistance in implementing any additional Service then Customer may requisition this assistance from Paradigm in accordance with Schedule E. Paradigm will notify Customer in writing of any changes that Paradigm believes will materially affect the Service.

VI. Service Levels and Service Credits. As a result of its actions should Paradigm fail to meet either the Notification, Hosting, and/or the Technical Support SLA's referenced in Schedules A, B, or this Schedule D in any given month (and in the event the failure to meet the SLA materially affects Customer), then Customer's exclusive remedy and Paradigm's sole liability, shall be a credit of one month extension of Service, at no charge to the Customer, for each month that Paradigm fails to meet the prescribed SLA. This credit is contingent upon the following stipulations and if approved, shall be applied at the next renewal period or at the end of the term of this Agreement, whichever occurs first.

- A. Written Requests. Requests for credit under the terms of this SLA or other items which require a written request will be accepted at the Paradigm Technical Assistance Center via fax at 814-946-5173, or via postal mail to Paradigm Solutions International, 3900 Industrial Park Drive, Suite 9, Altoona, PA 16602. The effective date, referenced for any Customer credit as part of the subject written request, shall be the date sent/faxed/mailed by the Customer.
 - B. Customer Service Credit Requests. Customers requesting service credit must submit a written request to the Paradigm Technical Assistance Center in accordance with "WRITTEN REQUESTS" above, within 10 days following the month for which Customer is requesting credit. Paradigm shall contact customer within 7 days to submit its decision or to request additional information. If Paradigm approves Customer's credit request, such credit shall be applied at the next renewal period or at the end of the term of this Agreement, whichever occurs first. Credits shall not be granted if Customer is in payment default or in violation of the Acceptable Use Policy when SLA failure occurs.
 - C. Limitations. Notwithstanding anything contained in this SLA to the contrary, the maximum total credit for any calendar month shall not exceed 100% of Customer's total monthly recurring charge. Any service credits for a particular month to which Customer would have been entitled except for the fact that such service credits exceeded the monthly service credit limitations provided herein shall not be carried over to another month, and Customer shall have no right to receive any such service credits. SERVICE CREDITS WILL NOT BE GRANTED FOR CUSTOMER DOWNTIME OR OUTAGES RESULTING FROM DENIAL OF
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SERVICE ATTACKS, VIRUS ATTACKS, HACKING ATTEMPTS, OR ANY OTHER CIRCUMSTANCES THAT ARE NOT WITHIN THE DIRECT CONTROL OF PARADIGM.

- D. Exclusive Remedies. CUSTOMER'S RIGHT TO RECEIVE SERVICE CREDITS AS DESCRIBED IN THIS SLA IS CUSTOMER'S SOLE AND EXCLUSIVE REMEDY FOR ANY FAILURE BY PARADIGM TO MEET THE GUARANTEES AND WARRANTIES PROVIDED HEREIN.

SCHEDULE E

SERVICES and PRICING SUMMARY

Customer Name: _____

Date: _____

Services Summary:

Subscription/Paradigm Hosted:		Notification (Y/N):		Tech Support:	
License/Customer Hosted:		Option:		Standard	
		Recipients:		Premium	
# Total Users/Seats:		Messages/yr:		BIA Expert (Y/N)	
# Concurrent Users:		Burstable Option (Y/N):		FTP Sync Option (Y/N):	

Pricing Summary:*

One-Time Installation/Setup Fees **:	\$
Annual Subscription/Hosting Fees	\$
Licensed Software Fees	\$
Other Fees (BIA Expert, Burstable, FTP Sync)***	\$
Annual Notification Fees	\$
Annual Technical Support Fees	\$
Consulting Services Fees	\$
TOTAL FEES – YEAR 1	\$
TOTAL FEES – YEAR 2	\$
TOTAL FEES – YEAR 3	\$
TOTAL CONTRACT FEE (3 Years)	\$

* Quoted pricing is valid for 30 days (thirty) days from the delivery date of this Agreement to the Customer. In addition, Customer will reimburse Paradigm for any reasonable travel time and other travel related expenses associated with on-site implementation, training, and support, and in accordance with FAR 31.205-46.

** One Time Installation/Setup Fee includes up to four (4) hours of Admin training, for up to eight (8) participants and two End-User training classes (up to 2 hours each) for up to eight (8) participants per class. Training is available through a web session or at the client site. If the client chooses to have training on-site, the client is responsible for the trainers travel time and travel related expenses. Additional training can be purchased as required at the current PSI rate of \$1,200 per day plus travel related expenses.

*** Burstable Days/Blocks can only be used in full day increments. Unused Burstable Days/Blocks do not carry over from year to year. The Burstable Days/Blocks availability will be reset upon the renewal anniversary date.

